

SERFF Tracking Number: GEFA-128443040 State: Arkansas

Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number:

Company Tracking Number: GA302R-0612

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable

Product Name: GMWB for Life Rider (v 3)

Project Name/Number: GMWB for Life Rider (v 3)/GA302R-0612

Filing at a Glance

Company: Genworth Life and Annuity Insurance Company

Product Name: GMWB for Life Rider (v 3) SERFF Tr Num: GEFA-128443040 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num:
Variable Closed

Sub-TOI: A02I.003 Single Premium Co Tr Num: GA302R-0612 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Brenda Bond, Ronald Jackson Disposition Date: 06/07/2012

Date Submitted: 06/04/2012 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: GMWB for Life Rider (v 3) Status of Filing in Domicile: Pending

Project Number: GA302R-0612 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: This filing has been submitted to Virginia, our state of domicile.

Explanation for Combination/Other: Market Type: Individual

Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 06/07/2012

State Status Changed: 06/07/2012

Deemer Date: Created By: Ronald Jackson

Submitted By: Ronald Jackson Corresponding Filing Tracking Number:

Filing Description:

RE: Genworth Life and Annuity Insurance Company

NAIC Group 350, Company 65536

GA302R-0612, Guaranteed Minimum Withdrawal Benefit for Life Rider

The above form is being submitted for review and approval. This is a new form and it will not replace any existing form.

SERFF Tracking Number: GEFA-128443040 State: Arkansas
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Under separate cover, a similar form is also being filed for Genworth Life Insurance Company.

GA302R-0612, Guaranteed Minimum Withdrawal Benefit for Life Rider

This rider is optional and may be purchased with any annuity contract. Currently, this form may be used with GA3003-0711 or GA3004-0711, Single Premium Deferred Annuity Contract with Market Value Adjustment and Optional Indexed Interest Crediting, which were both approved on August 26, 2011 under file # 49500 (SERFF Tracking #GEFA-127302807). The rider will be available only at issue of the Contract. The rider guarantees that if you limit total Income Withdrawals in each Contract Year to an amount no greater than the Withdrawal Limit, then the owner will be eligible to take Income Withdrawals in Contract Year equal to the Withdrawal Limit until the death of last Annuitant.

This form is an update to a similar form, GA300R-0511, which was also approved in the above referenced submission. For any base plan only one of the Guaranteed Minimum Withdrawal Benefit for Life Riders will be available. The reserves for this rider are covered in the reserve memo for the previously approved base policy to which this is attached.

This product will be marketed by licensed agents and brokers to individuals through traditional distribution systems as well as to customers of financial institutions. There is no special market intended. The issue ages for the Contract are 0 to 90. However, the rider may have age limitations beyond those of the base Contract. The minimum issue age may range from birth to Age 60. The maximum issue age may range from Age 45 to Age 85.

There are no innovative or unique features in any of the forms.

We have bracketed certain information within the forms to indicate variability. These items are bracketed to indicate that we may change them for future issues without having to resubmit for approval. Each variable item is addressed in the Statement of Variability. Only the additional information required by this rider is addressed under the Sample Data Page heading of the variability statement.

Should you require additional information please contact me.

Sincerely,

Email: ronald.jackson@genworth.com

Phone #: (804) 289-6725

Fax #: (804) 281-6057

State Narrative:

Company and Contact

SERFF Tracking Number: GEFA-128443040 State: Arkansas

Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number:

Company Tracking Number: GA302R-0612

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable

Product Name: GMWB for Life Rider (v 3)

Project Name/Number: GMWB for Life Rider (v 3)/GA302R-0612

Filing Contact Information

Ronald N. Jackson, Contract Analyst ronald.jackson@genworth.com
 Product Compliance 804-289-6725 [Phone]
 P O Box 27601 804-281-6916 [FAX]
 Richmond, VA 23261-7601

Filing Company Information

Genworth Life and Annuity Insurance Company CoCode: 65536 State of Domicile: Virginia
 6620 W Broad Street Group Code: 4011 Company Type: LifeHealth &
 Annuity
 Richmond, VA 23230 Group Name: State ID Number:
 (804) 281-6600 ext. [Phone] FEIN Number: 54-0283385

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per form.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life and Annuity Insurance Company	\$50.00	06/04/2012	59663499

SERFF Tracking Number: GEFA-128443040 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/07/2012	06/07/2012

SERFF Tracking Number:	GEFA-128443040	State:	Arkansas
Filing Company:	Genworth Life and Annuity Insurance Company	State Tracking Number:	
Company Tracking Number:	GA302R-0612		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.003 Single Premium
Product Name:	GMWB for Life Rider (v 3)		
Project Name/Number:	GMWB for Life Rider (v 3)/GA302R-0612		

Disposition

Disposition Date: 06/07/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-128443040 State: Arkansas

Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number:

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TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variability Statement		Yes
Form	Guaranteed Minimum Withdrawal Benefit for Life Rider		Yes

SERFF Tracking Number: GEFA-128443040 State: Arkansas

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Form Schedule

Lead Form Number: GA302R-0612

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GA302R-0312	Policy/Cont Guaranteed ract/Fratern Minimum Withdrawal al Benefit for Life Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.400	GA302R-0612.pdf

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
GUARANTEED MINIMUM WITHDRAWAL BENEFIT FOR LIFE RIDER

This rider is made part of the Contract to which it is attached and is effective on the Effective Date of the Contract. To the extent that any provisions contained in this rider are contrary to or inconsistent with those of the Contract, the provisions of this rider will control.

This rider provides for a guaranteed minimum withdrawal benefit for the life of the Annuitant(s) as described below. You may terminate this rider apart from the Contract on any Contract Anniversary after the end of the surrender charge period as shown on the Data Pages.

This guaranteed minimum withdrawal benefit rider provides Income Withdrawals for the life of the Annuitant(s) based on the Benefit Base at the time you elect to start taking Income Withdrawals. Once you elect to start taking Income Withdrawals, if you limit total Income Withdrawals in each Contract Year to an amount no greater than the Withdrawal Limit, then you will be eligible to take Income Withdrawals in each Contract Year up to the Withdrawal Limit until the last death of an Annuitant.

Your guaranteed minimum withdrawal benefit will be reduced if you take excess Withdrawals in a Contract Year. You will also lose the guaranteed minimum withdrawal benefit if you elect an Optional Payment Plan available under the Contract, surrender the Contract or terminate the rider.

The purpose of the guaranteed minimum withdrawal benefit provided under the Contract is to provide security through a stream of income payments. The guaranteed minimum withdrawal benefit will terminate upon change in Annuitant(s) including assignment or a change in ownership of the Contract that results in a change of Annuitant(s).

All rider terms will have the same meaning as under the Contract, unless otherwise provided.

The following definitions are applicable to this rider:

Benefit Base – The amount used to calculate the Withdrawal Limit.

Benefit Base Percentage – The percentage shown on the Data Pages which is multiplied by the Single Premium to establish the Benefit Base on the Effective Date.

Deferred Income Withdrawal – An amount in addition to your Withdrawal Limit that you may withdraw in a Contract Year without reducing the guaranteed minimum withdrawal benefit provided under this rider. This amount results from taking Income Withdrawals less than the Withdrawal Limit in previous years.

Income Withdrawal – A Withdrawal pursuant to this rider. Income Withdrawals begin only upon your election and may begin anytime after the Earliest Income Withdrawal Date as shown on the Data Pages. Once an Income Withdrawal is elected under this rider, all Withdrawals under the Contract are considered Income Withdrawals.

Roll-up Base – The amount used to calculate the daily roll-up credit.

Withdrawal Factor – The percentage shown on the Data Pages used to establish the Withdrawal Limit. If there have been no prior Withdrawals from the Contract and you elect to start Income Withdrawals after the 10th Contract Anniversary, the Withdrawal Factor will be the sum of the Withdrawal Factor and the Withdrawal Factor Enhancement.

Withdrawal Factor Enhancement – The percentage shown on the Data Pages which is added to the Withdrawal Factor if there have been no prior Withdrawals and Income Withdrawals start after the 10th Contract Anniversary.

Withdrawal Limit – The total amount you may withdraw in a Contract Year excluding the Deferred Income Withdrawal value without reducing the guaranteed minimum withdrawal benefit provided under this rider.

Guaranteed Minimum Withdrawal Benefit

If you limit total Income Withdrawals in a Contract Year to an amount no greater than the Withdrawal Limit, then you will be eligible to receive total Income Withdrawals in each Contract Year equal to the Withdrawal Limit until the last death of an Annuitant. The Deferred Income Withdrawal value on the Effective Date is zero. If the total Income Withdrawals in a Contract Year are less than the Withdrawal Limit, the difference will be added to the Deferred Income Withdrawal value. The maximum Deferred Income Withdrawal value is equal to the Withdrawal Limit. If the total Income Withdrawals in a Contract Year are greater than the Withdrawal Limit, the difference will be subtracted from the Deferred Income Withdrawal value. The Deferred Income Withdrawal Value will never be less than zero.

Withdrawal Limit

The Withdrawal Limit equals the Benefit Base multiplied by the Withdrawal Factor. The Withdrawal Factor is based on the age of the younger Annuitant. The Withdrawal Factor will be fixed on the date you elect to start Income Withdrawals under this rider.

The Withdrawal Limit is calculated on the date of the first Income Withdrawal and on each Contract Anniversary thereafter.

Benefit Base

The Benefit Base is an amount used to establish the Withdrawal Limit. **The Benefit Base is not available for Withdrawal as a lump sum or as a Death Benefit.**

The Benefit Base on the Effective Date is equal to the Single Premium multiplied by the Benefit Base Percentage shown on the Data Pages.

During the roll-up period, as shown on the Data Pages, we will increase your Benefit Base each day. On any day, the Benefit Base is equal to (a) plus (b) where:

- (a) is the prior Benefit Base; and
- (b) is the daily roll-up credit.

The daily roll-up credit is equal to (a) multiplied by (b) where:

- (a) is the daily roll-up rate shown on the Data Pages; and
- (b) is the Roll-up Base.

On the Effective Date, the Roll-up Base is equal to the Benefit Base. The Roll-up Base will not change unless you take a Withdrawal. If you take a Withdrawal prior to electing an Income Withdrawal under this rider, the Roll-up Base will decrease pro-rata by the same percentage that the Withdrawal decreases the Contract Value.

On each Contract Anniversary prior to starting Income Withdrawals, if the Contract Value is higher than the Benefit Base, the Benefit Base will be increased to the Contract Value. Also, on the date Income Withdrawals start, if the Contract Value is higher than the Benefit Base, the Benefit Base will be increased to the Contract Value.

The Benefit Base will continue to increase by the daily roll-up credit until the earlier of the date of the first Income Withdrawal under this rider or the end of the roll-up period.

Following the roll-up period, the Benefit Base will be increased by the amount of Index Credits and interest credited to the Contract Value until the date of the first Income Withdrawal under this rider.

Prior to electing to take Income Withdrawals, any Withdrawal will reduce your Benefit Base pro-rata by the percentage that your Withdrawal decreased the Contract Value.

Once you start Income Withdrawals the Benefit Base will not increase. Any excess Income Withdrawals will reduce your Benefit Base.

Excess Income Withdrawals could reduce future Withdrawal benefits by more than the dollar amount of the excess Income Withdrawals.

An excess Income Withdrawal is the greater of zero and the result of (a) minus (b), where:

- (a) is the Income Withdrawal; and
- (b) is the remaining limit, which is equal to the greater of zero and the result of (i) plus (ii) minus (iii), where:
 - (i) is the Withdrawal Limit;
 - (ii) is the Deferred Income Withdrawal Value; and
 - (iii) is the sum of all prior Income Withdrawals within that Contract Year.

A pro-rata reduction to your Benefit Base is equal to (a) multiplied by (b), divided by the result of (c) minus (d), where:

- (a) is the Benefit Base before the Income Withdrawal;
- (b) is the excess Income Withdrawal as calculated above;
- (c) is the Contract Value before the Income Withdrawal; and
- (d) is the remaining limit as calculated above.

Once you start Income Withdrawals, the free withdrawal amount each Contract Year is the greater of the free withdrawal amount under the Contract or the Withdrawal Limit plus any Deferred Income Withdrawal Value.

Even if surrender charges are waived due to another contract provision, endorsement or rider, excess Income Withdrawals reduce the Benefit Base.

Required Minimum Distributions

If the required minimum distribution amount, attributable to the Contract Value, calculated for a calendar year (RMD amount), exceeds the Withdrawal Limit for the Contract Year within which the calendar year begins (current Contract Year), the excess, if distributed, will not be treated as in excess of the Withdrawal Limit for the current Contract Year. If the RMD amount is not distributed in the current Contract Year, the lesser of amount (a) or (b), if distributed, will not be treated as in excess of the Withdrawal Limit for the subsequent Contract Year, where:

- (a) is the difference between the RMD amount and the sum of Withdrawals made during the current Contract Year; and
- (b) is the difference between the RMD amount and the Withdrawal Limit for the current Contract Year.

As used in this provision, the RMD amount shall not exceed the RMD amount calculated under the Internal Revenue Code of 1986 as amended and regulations issued there under, as in effect on the Effective Date.

The RMD amount for a Joint Annuitant for years after the year of death of the Annuitant shall be determined under the life expectancy method as provided in the Internal Revenue Code of 1986 and regulations issued there under, as in effect on the Effective Date.

Reduction in Contract Value

An Income Withdrawal that causes your Contract Value to fall below the Minimum Contract Value Requirement will not result in a full surrender of your Contract. If an Income Withdrawal causes your Contract Value to be less than or equal to the Guaranteed Minimum Withdrawal Benefit for Life Minimum Contract Value as shown on the Data Pages, the following will occur:

- If the Withdrawal Limit is less than the Withdrawal Limit Trigger as shown on the Data Pages, the Contract will terminate and we will pay you the greater of the following:
 - (a) the Contract Value; and
 - (b) a lump sum equal to the present value of future lifetime payments in the amount of the Withdrawal Limit based on the 2000 Mortality Table, age last birthday, projected in future years using an extended version of Table G, using an interest rate of 3%.
- If the Withdrawal Limit is greater than or equal to the Withdrawal Limit Trigger as shown on the Data Pages, we will begin Income Payments. We will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, until the death of the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated Withdrawal Limit. We will make payments monthly unless agreed otherwise. If the monthly amount is less than \$100, we will reduce the frequency so that the payment will be at least \$100.

For purposes of this provision, the first annuity year is the period of time between the date we begin Income Payments and the next Contract Anniversary. Subsequent annuity years are the one-year periods beginning on each Contract Anniversary. Income Payments in the first annuity year are adjusted for Income Withdrawals taken since the last Contract Anniversary. The total of all Income Payments made in the first annuity year will equal the greater of zero and (a) minus (b), where:

- (a) is the most recently calculated Withdrawal Limit; and
- (b) is any Income Withdrawal(s) made since the last Contract Anniversary.

Death Provisions

At the death of any Owner, a Death Benefit may be payable under the Contract. The Death Benefit, if any, will be paid according to the distribution rules in the Contract.

The rider and the rider charge will terminate, unless the sole designated beneficiary is a surviving spouse who is an Annuitant and who elects to continue the Contract as the Owner. The Benefit Base will be the same as it was under the Contract for the deceased Owner. If no Income Withdrawals were taken prior to the first day we receive due proof of death and all required forms at our Administrative Office, the Withdrawal Factor for the surviving spouse will be established based on the age of the surviving spouse on the date of the first Income Withdrawal for the surviving spouse. Otherwise, the Withdrawal Factor will continue as it was under the Contract for the deceased Owner.

A same-sex surviving spouse may be required by federal tax law to take Withdrawals under the distribution rules in the Contract (Income Withdrawals under this rider) in amounts exceeding the sum of the Withdrawal Limit and any Deferred Income Withdrawal value. In that event, except for Required Minimum Distributions the Benefit Base will be reduced as described above and such excess amounts will not be treated as free Withdrawals.

Maturity Date

At the Maturity Date, you may choose one of the Optional Payment Plans under the Contract, or choose to apply the Contract Value to a Fixed Income for Life Payment Plan available under this rider.

Under the Fixed Income for Life Payment Plan, the fixed amount payable annually will be no less than the most recently calculated Withdrawal Limit. If the Fixed Income for Life Payment Plan is chosen, payments are made for the life of the Annuitant(s). There is no Surrender Value under this plan. If the Fixed Income for Life Payment Plan is not chosen, the minimum annual payments and any conditions imposed will be those listed in the Contract.

Rider Charge

A charge will be assessed for this rider. This charge is taken in arrears. The charge is equal to the Annual Charge, as shown on the Data Pages, multiplied by the Benefit Base as of the Contract Anniversary (prior to increasing to the Contract Value if higher). This charge is made on each Contract Anniversary as long as the rider is effective. The charge will be deducted proportionally from the Accumulation Values for each Interest Crediting Strategy to which your Contract Value is allocated. The charge is also made at termination of this rider or this Contract and will be a proportional share of the Annual Charge multiplied by the Benefit Base as of the day of termination.

When this Rider is Effective

The rider becomes effective on the Effective Date. It will remain in effect while this Contract is in force and before the Maturity Date. You may terminate this rider apart from the Contract on any Contract Anniversary after the end of the surrender charge period. Otherwise this rider and the corresponding charges will terminate on the Maturity Date.

General Provisions

For purposes of this rider:

- A non-natural entity Owner must name an Annuitant and may name the Annuitant's spouse as a Joint Annuitant.
- An individual (natural person) Owner must also be an Annuitant and may name his/her spouse as Joint Annuitant at issue.
- A Joint Owner must be the Owner's spouse.
- You may only add an Owner or Annuitant upon marriage. If you marry after issue and prior to starting Income Withdrawals, you may add your spouse as a Joint Owner and Joint Annuitant or as a Joint Annuitant only, subject to our approval.
- You may only remove or delete an Owner or Annuitant upon divorce. In the event of divorce, contracts that have a joint owner or joint annuitant may be split in half resulting in two contracts with half the then current contract value and benefit base, unless a different proportion is specified by court order. Each party will be the owner and annuitant for one contract. If income withdrawals have already started, the withdrawal factor will not change and be the same for each contract.


After Income Withdrawals begin we may periodically require proof that any Annuitant is still living.

If at any time you request an Income Withdrawal over the telephone, we will inform you whether such Income Withdrawal will trigger excess Income Withdrawal treatment and/or what the maximum amount is that you could withdraw without triggering excess Income Withdrawal treatment.

If at any time you request an Income Withdrawal using our Withdrawal form, the form will state that any excess Income Withdrawals could reduce future benefits by more than the dollar amount of the excess Income Withdrawal, and will provide an option to contact us by telephone to determine if the contemplated Income Withdrawal would trigger excess Income Withdrawal treatment.

At least once each year we will mail you a Contract statement. The statement will include the Benefit Base and the Withdrawal Limit as of the statement date.

For Genworth Life and Annuity Insurance Company,

[
[Thomas M. Stinson]
[President]

SERFF Tracking Number: GEFA-128443040 State: Arkansas
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Variable
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Supporting Document Schedules

Item Status: Status
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Flesch Score Cert_GA302R.pdf

Item Status: Status
Date:

Satisfied - Item: Application

Comments:

We will use application form number 119244GA 05/2011, which was approved on August 26, 2011 under file # 49500 (SERFF Tracking #GEFA-127302807).

Item Status: Status
Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachment:

Act Memo_GA302R-0612_FIA_GMWB Enh.pdf

Item Status: Status
Date:

Satisfied - Item: Variability Statement

Comments:

Attachment:

Variability Statement_GA302R.pdf

**FLESCH SCORE CERTIFICATION
GENWORTH LIFE AND ANNUITY INSURANCE COMPANY**

We certify that to the best of our knowledge and belief, the Flesch score of the below-referenced forms meet any readability requirements in effect for the IIPRC Uniform Standards:

Form Number	Description	Flesch Score
GA302R-0612	Guaranteed Minimum Withdrawal Benefit for Life Rider	This form scores a minimum of 50.4, when scored with the underlying contract

For Genworth Life and Annuity Insurance Company,



By: _____
Vice President, Product Compliance

GENWOTH LIFE AND ANNUITY INSURANCE COMPANY
CERTIFICATION OF VARIABILITY
June 1, 2012

We have bracketed certain information within the above-mentioned form to indicate variability. Only the information directly affected by this rider submission is being addressed. All ranges stated below will allow for additional flexibility in granting benefits. We certify that these forms will never reflect a lesser benefit or amount than what your state mandates. We certify that the ranges for the bracketed items contained in the riders and sample data pages for the riders are as follows:

GA302R-0612, Guaranteed Minimum Withdrawal Benefit for Life Rider

Officer Signature

This will accommodate changes of corporate officer, their applicable signature and the appropriate title.

Sample Data Pages (not filed for approval)

Guaranteed Minimum Withdrawal Benefit for Life Rider: Information in reference to this benefit will only be shown on the data pages if the rider is selected by the contract owner. The information reflected on the data page sample included with this submission is not a part of the rider language.

- Earliest Income Withdrawal Date – The range is the effective date of contract through 10 years from the effective date of contract.
- Annual Charge – The range will be from .05% to 2.0%.
- Roll-Up Period – The range will be from 1 to 20 years.
- Daily Roll-Up Rate - The daily equivalent of an annual rate between 1% and 20%. This rate may vary by contract year during the roll-up period. Any appropriate rate and effective period will be shown on the data page.
- Benefit Base Percentage - The Benefit Base Percentage will range from 100% to 110%.
- Withdrawal Limit Trigger – The range will be \$100 to \$2,500.
- GMWB for Life Minimum Cash Value – The range will be from \$100 to \$25,000.
- Withdrawal Factor – The attained age range will be 50 to 90. No factor will be less than 1% or greater than 15%.
- Withdrawal Factor Enhancement – A withdrawal factor enhancement may be added to the withdrawal factor if no prior withdrawals have been taken and if the income withdrawals started after the 10th Contract Anniversary. The withdrawal factor enhancement will never be less than 0.05% or greater than 2.5%.

We hereby certify the final forms issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues. The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination. Only text included in this Statement will be allowed to be used on the referenced forms received by consumers. Any changes to variable text or permissible range of values will be submitted prior to implementation.

For Genworth Life Insurance Company



Paul Loveland
Vice President, Product Compliance